

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
PROBATIONARY CONTRACT

State of Texas
County of Harris

The Board of Trustees of the Spring Branch Independent School District (SBISD) (hereafter referred to as the "District") hereby employs [redacted] (hereafter "You") in the position of full-time [role to be inserted here] subject to the following terms and conditions:

1. **Term and Duty Schedule.** The District hereby agrees to employ you and you agree to serve the District by engaging in duties as assigned by the Superintendent or Designee for the [redacted] school year(s) according to the hours and dates set by the District as they exist or may hereafter be amended. The District will provide you with your start and end dates by the penalty-free resignation date (See Texas Education Code § 21.105). As a salaried, exempt professional, you will also be expected to work outside business hours and on weekends as needed to complete assigned work.
2. **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. You understand and agree that only the Board is authorized to establish a compensation plan and that any representation made by any other person regarding salary is of no effect and shall not be relied upon. Your salary includes consideration for all assigned duties, responsibilities, and tasks, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
3. **Annualized Salary.** Your salary will be paid out over 12 months, regardless of your work schedule. The salary shall be paid twice per month in installments. The District will make deductions from each paycheck for income tax withholding, benefits, and any other authorized deductions.
4. **School Activities and Trainings.** As part of this Contract and the compensation provided for hereunder, you shall be required to attend any applicable required school activities and any requested school or District trainings, regardless of when conducted. All new teachers are required to attend the New Teacher Orientation days at the beginning of the school year. Absence from your assigned duties without proper authority and approval may constitute grounds for nonrenewal or termination, as applicable.
5. **Supplemental Duties.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in, or compensation for, any supplemental duty. If you are assigned a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.
6. **Furloughs.** If the District implements a furlough under Section 21.4021 of the Texas Education Code, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.

7. **Incentive or Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.
8. **Overpayments.** You agree that you are not entitled to any amount the District overpays you and you further agree that the District may deduct any wage overpayments under this Contract from one or more of your paychecks.
9. **Benefits.** The District shall provide benefits to you as provided by state law and Board policy. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
10. **Special Funding.** If your position is funded by grants, federal funding, or other special funding, your employment is expressly conditioned upon the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal as applicable.
11. **Disclosure of Criminal History.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense involving moral turpitude or any other offense listed at 19 Tex. Admin. Code § 249.16(c) or Board Policy DH (Local). You also agree that, during the term of this Contract, you will notify the Superintendent or Designee, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Tex. Admin. Code § 249.16(c) or Board Policy DH (Local). You agree to provide such notification within the timeline specified in Board Policy DH Local, or within seven calendar days if no time period is specified.
12. **Criminal History Review.** At the beginning of this Contract, and at any time during this Contract, you specifically agree to submit to a review of your state or national criminal history record information (NCHRI) if required by the District, the Texas Education Agency (TEA), or the State Board of Educator Certification (SBEC).
13. **False Statements and Misrepresentations.** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
14. **Certification.** You agree to provide, before your start date under this Contract, the certifications, service records, licenses, and other records and information required by state and federal law, TEA, SBEC, or the District. You agree to maintain any required certification, permit, or license throughout the term of the Contract. If you fail to fulfill the requirements necessary to extend your temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Section 21.0031 of the Texas Education Code. If the District determines that the Contract is void pursuant to Section 21.0031, you will not be entitled to a hearing under Chapter 21 of the Texas Education Code.
15. **Assignment/Reassignment.** You understand that you shall be subject to assignment and reassignment, by the Superintendent or Designee, of position, duties, work site location, title, responsibilities or classification at any time during this Contract.

16. **Equipment and Reports.** You shall satisfactorily submit or account for any grades, reports, equipment, keys or other required items at the end of the contract term or upon the request of the District.
17. **Notice to Employee.** You agree to keep your current permanent address on file with the Human Resources Department. Unless Chapter 21 of the Texas Education Code requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding this Contract or your employment by hand-delivering this notice to you or sending notice by either certified mail, regular mail, and/or express delivery to your permanent address of record, or by communicating by email to the email address provided by you.
18. **General Standard.** It is understood and agreed that you shall carry out the duties of your assigned position as prescribed by federal and state law, by the school laws of this state, and by this District, with reasonable care, skill, and diligence. You shall be subject to and shall comply with all state and federal laws, District policies, procedures, administrative directives, rules and regulations that are in effect as of the effective date of this Contract or that may be adopted or amended during the term of this Contract. However, such laws, policies, procedures, directives, rules and regulations are not incorporated into this Contract and shall not be considered as terms of this Contract.
19. **Termination of Contract.** This Contract will terminate in accordance with the procedures in Chapter 21 of the Texas Education Code, if the Board determines that termination of your Contract at the end of the contract period will serve the best interests of the District, or if at any time the Board determines that good cause or a financial exigency exists
20. **Suspension.** The District may suspend you without pay during the term of the Contract for good cause as determined by the Board. Additionally, the District and/or the Superintendent may suspend you with pay or place you on administrative leave with pay during an investigation of alleged misconduct by you or at any time the Superintendent determines that the District's best interest will be served by the paid suspension or administrative leave.
21. **Resignation.** This Contract will also terminate if you relinquish your position and leave the employment of the District at the end of the school year without penalty by filing a written resignation with the District or the District's designee, the Superintendent, not later than the 45th day before the first day of instruction of the following school year. A written resignation mailed by prepaid certified or registered mail to the president of SBISD's Board of Trustees or the Board's designee, the Superintendent, at SBISD's post office address is considered filed at the time of mailing. You may resign at any other time with the consent of the Board or its designee, the Superintendent/ or Designee. If the District does not consent to release you from employment and you nevertheless abandon this Contract, the District may file a complaint seeking sanctions against you with the State Board for Educator Certification.
22. **Hearings and Appeals.** In any hearing and/or appeal provided under Chapter 21 of the Texas Education Code, the only relief available to you is the relief authorized therein. Under no circumstances is the District liable or responsible for your attorney's fees.
23. **Applicable Law.** This Contract is subject to all applicable federal and state laws, rules and regulations. Invalidity of any portion of this contract shall not affect the validity of the remainder of the Contract. Texas law shall govern the construction of this Contract.
24. **Entire Agreement.** This Contract supercedes all existing agreements, verbal and written, between you and the District concerning your employment. This Contract may not be amended

except by written agreement of the parties. This Contract does not constitute a “unified contract” with any supplemental duties agreement between the parties.

25. **Expiration of Offer.** The Board has authorized the Superintendent or Designee to execute this Contract. Delivery of this Contract constitutes an offer of employment, which shall expire unless you sign and return this Contract, without changes, to the Superintendent or Designee on or before [redacted]. If you are currently employed under a Contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment with the District will end at the conclusion of that contract.
26. **No Property Interest.** You do not have a property interest in this Contract beyond its term.
27. **Representations.** You hereby represent that you: (i) have carefully read this Contract; (ii) understand its provisions; (iii) have not been influenced to sign this Contract by any statement or representation by the District that is not contained in this Contract; and (iv) agree to abide by its terms and conditions.

ACCEPTED AND AGREED:

Employee Signature: _____

Date Signed: _____

Spring Branch Independent School District

By:
Superintendent/Designee

Date Signed: _____

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
TERM CONTRACT

State of Texas
County of Harris

The Board of Trustees of the Spring Branch Independent School District (SBISD) (hereafter referred to as the "District") hereby employs [redacted] (hereafter "You") in the position of full-time [role to be inserted here] subject to the following terms and conditions:

1. **Term and Duty Schedule.** The District hereby agrees to employ you and you agree to serve the District by engaging in duties as assigned by the Superintendent Designee for the [redacted] school year(s) according to the hours and dates set by the District as they exist or may hereafter be amended. The District will provide you with your start and end dates by the penalty-free resignation date (See Texas Education Code § 21.210). As a salaried, exempt professional, you will also be expected to work outside business hours and on weekends as needed to complete assigned work.
2. **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. You understand and agree that only the Board is authorized to establish a compensation plan and that any representation made by any other person regarding salary is of no effect and shall not be relied upon. Your salary includes consideration for all assigned duties, responsibilities, and tasks, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
3. **Annualized salary.** Your salary will be paid out over 12 months, regardless of your work schedule. The salary shall be paid twice per month in installments. The District will make deductions from each paycheck for income tax withholding, benefits, and any other authorized deductions.
4. **School Activities and Trainings.** As part of this Contract and the compensation provided for hereunder, you shall be required to attend any applicable required school activities and any requested school or District trainings, regardless of when conducted.
5. **Supplemental Duties.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in, or compensation for, any supplemental duty. If you are assigned a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.
6. **Furloughs.** If the District implements a furlough under Section 21.4021 of the Texas Education Code, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
7. **Incentive or Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.

8. **Overpayments.** You agree that you are not entitled to any amount the District overpays you and you further agree that the District may deduct any wage overpayments under this Contract from one or more of your paychecks.
9. **Benefits.** The District shall provide benefits to you as provided by state law and Board policy. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
10. **Special Funding.** If your position is funded by grants, federal funding, or other special funding, your employment is expressly conditioned upon the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal as applicable.
11. **Disclosure of Criminal History.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense involving moral turpitude or any other offense listed at 19 Tex. Admin. Code § 249.16(c) or Board Policy DH (Local). You also agree that, during the term of this Contract, you will notify the Superintendent or Designee, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Tex. Admin. Code § 249.16(c) or Board Policy DH (Local). You agree to provide such notification within the timeline specified in Board Policy DH Local, or within seven calendar days if no time period is specified.
12. **Criminal History Review.** At the beginning of this Contract, and at any time during this Contract, you specifically agree to submit to a review of your state or national criminal history record information (NCHRI) if required by the District, the Texas Education Agency (TEA), or the State Board of Educator Certification (SBEC).
13. **False Statements and Misrepresentations.** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
14. **Certification.** You agree to provide, before your start date under this Contract, the certifications, service records, licenses, and other records and information required by state and federal law, TEA, SBEC, or the District. You agree to maintain any required certification, permit, or license throughout the term of the Contract. If you fail to fulfill the requirements necessary to extend your temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Section 21.0031 of the Texas Education Code. If the District determines that the Contract is void pursuant to Section 21.0031, you will not be entitled to a hearing under Chapter 21 of the Texas Education Code.
15. **Assignment/Reassignment.** You understand that you shall be subject to assignment and reassignment, by the Superintendent or Designee, of position, duties, work site location, title, responsibilities or classification at any time during this Contract.

16. **Equipment and Reports.** You shall satisfactorily submit or account for any grades, reports, equipment, keys or other required items at the end of the contract term or upon the request of the District.
17. **Notice to Employee.** You agree to keep your current permanent address on file with the Human Resources Department. Unless Chapter 21 of the Texas Education Code requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding this Contract or your employment by hand-delivering this notice to you or sending notice by either certified mail, regular mail, and/or express delivery to your permanent address of record, or by communicating by email to the email address provided by you.
18. **General Standard.** It is understood and agreed that you shall carry out the duties of your assigned position as prescribed by federal and state law, by the school laws of this state, and by this District, with reasonable care, skill and diligence. You shall be subject to and shall comply with all state and federal laws, District policies, procedures, administrative directives, rules and regulations that are in effect as of the effective date of this Contract or that may be adopted or amended during the term of this Contract. However, such laws, policies, procedures, directives, rules and regulations are not incorporated into this Contract and shall not be considered as terms of this Contract.
19. **Renewal and Nonrenewal.** Renewal and nonrenewal of this Contract shall be in accordance with the policies adopted by the District and Chapter 21 of the Texas Education Code. The District shall notify you in writing whether the District proposes to renew or not renew this Contract in accordance with the deadlines contained in Chapter 21 of the Texas Education Code. Failure to give such notice within the time specified constitutes an election to employ you in the same professional capacity for the following school year.
20. **Termination and Suspension.** This Contract will terminate, in accordance with the procedures in Chapter 21 of the Texas Education Code, if the Board determines that any one of the following exists: good cause, or a financial exigency. The District may suspend you without pay during the term of the Contract for good cause as determined by the Board. The District and/or the Superintendent may suspend you with pay or place you on administrative leave with pay during an investigation of alleged misconduct by you or at any time the Superintendent determines that the District's best interest will be served by the paid suspension or administrative leave.
21. **Resignation.** This Contract will also terminate if you relinquish your position and leave the employment of the District at the end of the school year without penalty by filing a written resignation with the District or the District's designee, the Superintendent, not later than the 45th day before the first day of instruction of the following school year. A written resignation mailed by prepaid certified or registered mail to the president of SBISD's Board of Trustees or to the Board's designee, the Superintendent, at SBISD's post office address is considered filed at the time of mailing. You may resign at any other time with the consent of the Board or its designee, the Superintendent/ or Designee. If the District does not consent to release you from employment and you nevertheless abandon this Contract, the District may file a complaint seeking sanctions against you with the State Board for Educator Certification.
22. **Return to Probationary Status.** In lieu of terminating this Contract and discharging you or not renewing this Contract, the District may, with your written consent, return you to probationary contract status, as authorized in Section 21.106 of the Texas Education Code.

23. **Hearings and Appeals.** In any hearing and/or appeal provided under Chapter 21 of the Texas Education Code, the only relief available to you is the relief authorized therein. Under no circumstances is District liable or responsible for your attorney fees.
24. **Applicable Law.** This Contract is subject to all applicable federal and state laws, rules and regulations. Invalidity of any portion of this Contract shall not affect the validity of the remainder of the Contract. Texas law shall govern construction of this Contract.
25. **Entire Agreement.** This Contract supercedes all existing agreements, verbal and written, between you and the District concerning your employment. This Contract may not be amended except by written agreement of the parties. This Contract does not constitute a “unified contract” with any supplemental duties agreement between the parties.
26. **Expiration of Offer.** The Board has authorized the Superintendent or Designee to execute this Contract. Delivery of this Contract constitutes an offer of employment, which shall expire unless you sign and return this Contract, without changes, to the Superintendent or Designee on or before [redacted]. If you are currently employed under a Contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment with the District will end at the conclusion of that contract.
27. **No Property Interest.** You do not have a property interest in this Contract beyond its term.
28. **Representations.** You hereby represent that you: (i) have carefully read this Contract; (ii) understand its provisions; (iii) have not been influenced to sign this Contract by any statement or representation by the District that is not contained in this Contract; and (iv) agree to abide by its terms and conditions.

ACCEPTED AND AGREED:

Employee Signature: _____

Date Signed: _____

Spring Branch Independent School District

By:
Superintendent/ Designee

Date Signed: _____

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
NON-CHAPTER 21 CONTRACT

State of Texas
County of Harris

The Board of Trustees of the Spring Branch Independent School District (SBISD) (hereafter referred to as the "District") hereby employs [redacted] (hereafter "You") in the position of full-time [role to be inserted here] subject to the following terms and conditions:

1. **Term and Duty Schedule.** The District hereby agrees to employ you and you agree to serve the District by engaging in duties as assigned by the Superintendent Designee for the [redacted] school year(s) according to the hours and dates set by the District as they exist or may hereafter be amended. The District will provide you with your start and end dates by the penalty-free resignation date. As a salaried, exempt professional, you will also be expected to work outside business hours and on weekends as needed to complete assigned work.
2. **Salary.** The District shall pay you according to the compensation plan adopted by the Board each school year. You understand and agree that only the Board is authorized to establish a compensation plan and that any representation made by any other person regarding salary is of no effect and shall not be relied upon. Your salary includes consideration for all assigned duties, responsibilities, and tasks, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
3. **Annualized Salary.** Your salary will be paid out over 12 months, regardless of your work schedule. The salary shall be paid twice per month in installments. The District will make deductions from each paycheck for income tax withholding, benefits, and any other authorized deductions.
4. **School Activities and Trainings.** As part of this Contract and the compensation provided for hereunder, you shall be required to attend any applicable required school activities and any requested school or District trainings, regardless of when conducted.
5. **Supplemental Duties.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in, or compensation for, any supplemental duty. If you are assigned a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.
6. **Furloughs.** If the District implements a furlough under Section 21.4021 of the Texas Education Code, you will be subject to the same number of furlough days as other contract personnel and your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
7. **Incentive or Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.

8. **Overpayments.** You agree that you are not entitled to any amount the District overpays you and you further agree that the District may deduct any wage overpayments under this Contract from one or more of your paychecks.
9. **Benefits.** The District shall provide benefits to you as provided by state law and Board policy. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
10. **Special Funding.** If your position is funded by grants, federal funding, or other special funding, your employment is expressly conditioned upon the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal as applicable.
11. **Disclosure of Criminal History.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense involving moral turpitude or any other offense listed at 19 Tex. Admin. Code § 249.16(c) or Board Policy DH (Local). You also agree that, during the term of this Contract, you will notify the Superintendent or Designee, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Tex. Admin. Code § 249.16(c) or Board Policy DH (Local). You agree to provide such notification within the timeline specified in Board Policy DH Local, or within seven calendar days if no time period is specified.
12. **Criminal History Review.** At the beginning of this Contract, and at any time during this Contract, you specifically agree to submit to a review of your state or national criminal history record information (NCHRI) if required by the District, the Texas Education Agency (TEA), or the State Board of Educator Certification (SBEC).
13. **False Statements and Misrepresentations.** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
14. **Documentation.** If your position requires that you be certified or licensed, you agree to provide, before your start date under this Contract, the credentials and other records required by law, TEA, SBEC, or the District. You agree to maintain any required certification, permit, or license throughout the term of the Contract. If you fail to fulfill the requirements necessary to extend your temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void.
15. **Assignment/Reassignment.** You understand that you shall be subject to assignment and reassignment, by the Superintendent or Designee, of position, duties, work site location, title, responsibilities or classification at any time during this Contract.
16. **Equipment and Reports.** You shall satisfactorily submit or account for any grades, reports, equipment, keys or other required items at the end of the contract term or upon the request of the District.
17. **Notice to Employee.** You agree to keep your current permanent address on file with the Human Resources Department. You further agree that the District may meet any legal obligation it has to give you written notice regarding this Contract or your employment by

hand-delivering this notice to you or sending notice by either certified mail, regular mail, and/or express delivery to your permanent address of record, or by communicating by email to the email address provided by you.

18. **General Standard.** It is understood and agreed that you shall carry out the duties of your assigned position as prescribed by federal and state law, by the school laws of this state, and by this District, with reasonable care, skill and diligence. You shall be subject to and shall comply with all state and federal laws, District policies, procedures, administrative directives, rules and regulations that are in effect as of the effective date of this Contract or that may be adopted or amended during the term of this Contract. However, such laws, policies, procedures, directives, rules and regulations are not incorporated into this Contract and shall not be considered as terms of this Contract.
19. **Suspension.** This Contract is not governed by the suspension provisions of Texas Education Code Chapter 21. The District may suspend you, with pay, at any time during this Contract at the District's sole discretion. The District may suspend you without pay for good cause as determined by the District.
20. **Termination/Nonrenewal.** This Contract is not governed by the termination or non-renewal provisions of Chapter 21 of the Texas Education Code. This Contract will terminate at the end of the contract term. Additionally this Contract will terminate at any time during the contract term upon the determination by the Board of good cause, financial exigency, or a program change in accordance with applicable law and Board policy.
21. **No Property Interest.** This Contract and your employment are not subject to Chapter 21, Texas Education Code. There is no right of tenure, contractual obligation, or expectancy of continued employment, property interest or claim of entitlement beyond the contract term.
22. **Applicable Law.** This Contract is subject to all applicable federal and state laws, rules and regulations. Invalidity of any portion of this Contract shall not affect the validity of the remainder of the contract. Texas law shall govern the construction of this Contract.
23. **Entire Agreement.** This Contract supercedes all existing agreements, verbal and written, between you and the District concerning your employment. This Contract may not be amended except by written agreement of the parties.
24. **Resignation.** You may resign from this Contract before the end of the contract period only with the written consent of the Board or its designee, the Superintendent/ or Designee.
25. **Expiration of Offer.** The Board has authorized the Superintendent or Designee to execute this Contract. Delivery of this Contract constitutes an offer of employment, which shall expire unless you sign and return this Contract, without changes, to the Superintendent or Designee on or before [REDACTED]. If you are currently employed under a Contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment with the District will end at the conclusion of that contract..
26. **Representations.** You hereby represent that you: (i) have carefully read this Contract; (ii) understand its provisions; (iii) have not been influenced to sign this Contract by any statement or representation by the District that is not contained in this Contract; and (iv) agree to abide by its terms and conditions.

ACCEPTED AND AGREED:

Employee Signature: _____

Date Signed: _____

Spring Branch Independent School District

By: _____
Superintendent/ Designee

Date Signed: _____

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
CONTINUING CONTRACT

State of Texas
County of Harris

The Board of Trustees of the Spring Branch Independent School District (SBISD) (hereafter referred to as the "District") hereby employs [redacted] (hereafter "You") in the position of full-time [role to be inserted here] subject to the following terms and conditions:

1. **Term and Duty Schedule.** The District agrees to employ you and you hereby agree to serve the District by engaging in duties as assigned by the Superintendent or Designee for the _____ school year and continuing for all future school years until this Contract is terminated, according to the hours and dates set by the District as they exist or may hereafter be amended. The District will provide you with your start and end dates by the penalty-free resignation date (See Texas Education Code § 21.160). As a salaried, exempt professional, you will also be expected to work outside business hours and on weekends as needed to complete assigned work.
2. **Salary.** The District shall pay you an annual salary according to the compensation plan adopted by the Board each school year. You understand and agree that only the Board is authorized to establish a compensation plan and that any representation made by any other person regarding salary is of no effect and shall not be relied upon. Your salary includes consideration for all assigned duties, responsibilities, and tasks, regardless of the actual number of hours or days (including days not designated on the school calendar) that you work during this Contract. Your salary shall be reduced for absences in excess of authorized, paid leave. Your salary does not include consideration for any supplemental duty.
3. **Annualized Salary.** Your salary will be paid out over 12 months, regardless of your work schedule. The salary shall be paid twice per month in installments. The District will make deductions from each paycheck for income tax withholding, benefits, and any other authorized deductions.
4. **School Activities and Trainings.** As part of this Contract and the compensation provided for hereunder, you shall be required to attend any applicable required school activities and any requested school or District trainings, regardless of when conducted.
5. **Supplemental Duties.** This Contract does not cover assignments of or payments for supplemental duties. This Contract does not create a property right to continued employment in, or compensation for, any supplemental duty. If you are assigned a supplemental duty, the start and end dates for the supplemental duty may be different from the start and end dates under this Contract.
6. **Furloughs.** If the District implements a furlough under Section 21.4021 of the Texas Education Code, your salary will be reduced in proportion to the number of furlough days. The reduction will be equally distributed over the remainder of the applicable school year.
7. **Incentive or Performance Pay.** If you qualify, you may receive incentive pay or pay for performance under the District's compensation plan, federal law, or state law. An incentive or performance payment is not an entitlement as part of your salary.

8. **Overpayments.** You agree that you are not entitled to any amount the District overpays you and you further agree that the District may deduct any wage overpayments under this Contract from one or more of your paychecks
9. **Benefits.** The District shall provide benefits to you as provided by state law and Board policy. The District reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.
10. **Special Funding.** If your position is funded by grants, federal funding, or other special funding, your employment is expressly conditioned upon the availability of full funding for the position. If full funding becomes unavailable, your employment is subject to termination or nonrenewal as applicable.
11. **Disclosure of Criminal History.** You understand that a criminal history record acceptable to the District, at its sole discretion, is a condition of this Contract. You represent that you have disclosed to the District, in writing, any indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense involving moral turpitude or any other offense listed at 19 Tex. Admin. Code § 249.16(c) or Board Policy DH (Local). You also agree that, during the term of this Contract, you will notify the Superintendent or Designee, in writing, of any arrest, indictment, conviction, no contest or guilty plea, deferred adjudication, or other adjudication for any felony or any offense listed at 19 Tex. Admin. Code § 249.16(c) or Board Policy DH (Local). You agree to provide such notification within the timeline specified in Board Policy DH Local, or within seven calendar days if no time period is specified.
12. **Criminal History Review.** At the beginning of this Contract, and at any time during this Contract, you specifically agree to submit to a review of your state or national criminal history record information (NCHRI) if required by the District, the Texas Education Agency (TEA), or the State Board of Educator Certification (SBEC).
13. **False Statements and Misrepresentations.** You represent that any required records or information provided in your employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by you in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
14. **Certification.** You agree to provide, before your start date under this Contract, the certifications, service records, licenses, and other records and information required by state and federal law, TEA, SBEC, or the District. You agree to maintain any required certification, permit, or license throughout the term of the Contract. If you fail to fulfill the requirements necessary to extend your temporary or emergency certificate or permit, or if your certification or permit expires, is canceled, is relinquished, is suspended, or is revoked, the District may provide you with notice that this Contract is void pursuant to Section 21.0031 of the Texas Education Code. If the District determines that the Contract is void pursuant to Section 21.0031, you will not be entitled to a hearing under Chapter 21 of the Texas Education Code.

15. **Assignment/Reassignment.** You understand that you shall be subject to assignment and reassignment, by the Superintendent or Designee, of position, duties, work site location, title, responsibilities or classification at any time during this Contract.
16. **Equipment and Reports.** You shall satisfactorily submit or account for any grades, reports, equipment, keys or other required items at the end of the contract term or upon the request of the District.
17. **Notice to Employee.** You agree to keep your current permanent address on file with the Human Resources Department. Unless Chapter 21 of the Texas Education Code requires a different notice delivery method, you agree that the District may meet any legal obligation it has to give you written notice regarding this Contract or your employment by hand-delivering this notice to you or sending notice by either certified mail, regular mail, and/or express delivery to your permanent address of record, or by communicating by email to the email address provided by you.
18. **General Standard.** It is understood and agreed that you shall carry out the duties of your assigned position as prescribed by federal and state law, by the school laws of this state, and by this District, with reasonable care, skill, and diligence. You shall be subject to and shall comply with all state and federal laws, District policies, procedures, administrative directives, rules and regulations that are in effect as of the effective date of this Contract or that may be adopted or amended during the term of this Contract. However, such laws, policies, procedures, directives, rules and regulations are not incorporated into this Contract and shall not be considered as terms of this Contract.
19. **Termination of Contract.** Termination of this Contract shall be in accordance with policies adopted by the District and Chapter 21 of the Texas Education Code.
20. **Suspension.** The District may suspend you without pay for good cause as determined by the Board in accordance with Chapter 21 of the Texas Education Code. The District and/or the Superintendent may suspend you with pay or place you on administrative leave with pay during an investigation of alleged misconduct by you or at any time the Superintendent determines that the District's best interest will be served by the paid suspension or administrative leave
21. **Return to Probationary Status.** In lieu of discharging you, the District may, with your written consent, return you to probationary contract status, as authorized in Section 21.106 of the Texas Education Code.
22. **Reduction in Force.** The District may release you from employment at the end of a school year and terminate this Contract because of necessary reduction of personnel in accordance with Section 21.157 of the Texas Education Code and the District's reduction in force policy applicable to continuing contracts.
23. **Resignation.** This Contract will also terminate if you relinquish your position and leave the employment of the District at the end of the school year without penalty by filing a written resignation with the District or the District's designee, the Superintendent, not later than the 45th

day before the first day of instruction of the following school year. A written resignation mailed by prepaid certified or registered mail to the president of SBISD's Board of Trustees or to the Board's designee, the Superintendent, at SBISD's post office address is considered filed at the time of mailing. You may resign at any other time with the consent of the Board or its designee, the Superintendent/ or Designee. If the District does not consent to release you from employment and you nevertheless abandon this Contract, the District may file a complaint seeking sanctions against you with the State Board for Educator Certification.

24. **Hearings and Appeals.** In any hearing and/or appeal provided under Chapter 21 of the Texas Education Code, the only relief available to you is the relief authorized therein. Under no circumstances is the District liable or responsible for your attorney fees.
25. **Applicable Law.** This Contract is subject to all applicable federal and state laws, rules and regulations. Invalidity of any portion of this contract shall not affect the validity of the remainder of the contract. Texas law shall govern the construction of this Contract.
26. **Entire Agreement.** This Contract supercedes all existing agreements, verbal and written, between you and the District concerning your employment. This Contract may not be amended except by written agreement of the parties. This Contract does not constitute a "unified contract" with any supplemental duties agreement between the parties.
27. **Expiration of Offer.** The Board has authorized the Superintendent or Designee to execute this Contract. Delivery of this Contract constitutes an offer of employment, which shall expire unless you sign and return this Contract, without changes, to the Superintendent or Designee on or before _____. If you are currently employed under a Contract with the District and you fail to sign and return this Contract, without changes, by the return date, your existing contract will expire on its own terms and your employment with the District will end at the conclusion of that contract.
28. **Representations.** You hereby represent that you: (i) have carefully read this Contract; (ii) understand its provisions; (iii) have not been influenced to sign this Contract by any statement or representation by the District that is not contained in this Contract; and (iv) agree to abide by its terms and conditions.

ACCEPTED AND AGREED:

Employee Signature: _____

Date Signed: _____

Spring Branch Independent School District

By: _____

Superintendent/ Designee

Date Signed: _____

CERTIFICATION ADDENDUM

If used, this Addendum becomes part of the Employee's Contract and should reflect certification requirements for the entire term of the Contract.

The Board of Trustees of the Spring Branch Independent School District (SBISD) (hereafter referred to as the "Employer") and the undersigned professional employee, (the "Employee") hereby enter into this Certification Addendum to the Employee's Probationary/Term/Continuing Contract (circle one) ("the Employee's Contract"), as follows:

The Employee acknowledges that:

_____ he/she does not hold an endorsement, supplemental certificate, or standard certificate issued by the State Board for Educator Certification ("SBEC") in the current assignment; rather he/she holds a _____ (enter employee's current permit, certificate, or deficiency plan); or

_____ his/her certificate will expire during the term of Employee's contract and that Employee is required by state law to renew the certificate.

The Employee's Contract is subject to the Employee's becoming and remaining certified and/or the Employee's completion of a deficiency plan or probationary certificate, as follows (select applicable requirements):

_____ The Employee must provide to the Employer by _____ (date) documentation that the Employee has passed all parts of the exam(s) necessary for standard certification, supplemental certification, or endorsement in the Employee's current assignment;

_____ The Employee must provide to the Employer by _____ (date) documentation that the Employee has completed _____ semester hours under his or her deficiency plan; and/or

_____ The Employee must provide to the Employer by _____ (date) documentation that the Employee has obtained standard certification from SBEC, or have renewed your certificate with SBEC, in the Employee's current assignment.

_____ The Employee must provide to the Employer by _____ (date) documentation that the Employee has completed the HB3 required Reading Academy Training.

The Employee agrees to satisfy the conditions(s) indicated above by the date(s) specified. If Employee fails to fulfill the requirements necessary to extend a temporary or emergency certificate or permit, or if Employee's certification or permit expires, is canceled, is suspended, is relinquished, or is revoked, the District may provide Employee with notice that the Contract is void pursuant to Texas Education Code Section 21.0031.

I have read this addendum and agree to abide by its terms and conditions:

Employee Signature: _____

Date signed: _____

Spring Branch Independent School District

By: Superintendent/or Designee

Date signed: _____

RETIRE/REHIRE ADDENDUM

If the Employee is receiving or has received retirement benefits through the Teacher Retirement System of Texas ("TRS") or any other retirement program (the "Retirement Benefits"), the Employee acknowledges the following:

1. The Employer cannot and does not make any guarantees regarding the Employee's continued right to receive the Retirement Benefits.
2. The Employee is relying on his or her own investigation and understanding of the law and upon the guidelines, rules, and regulations regarding employment after retirement of the program(s) under which the Employee has retired. The Employee is not relying on any statements made by the Employer regarding the effect of SBISD employment on the Employee's Retirement Benefits.
3. The Employee agrees not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District for any loss or reduction in the value of the Employee's Retirement Benefits.
4. The Employer must report the Employee's employment to TRS. The Employee agrees not to sue or otherwise bring any claim against the District, its Board of Trustees, its Superintendent, or any other employee or agent of the District based on such reports.